

## Marketing Advisor Agreement Terms and Conditions of Contract

- Acceptance.** Only an Amway Business Owner (“ABO”) from another Amway market who complies with the terms and conditions of this Contract is eligible to become a Marketing Advisor (“MA”). By submitting the completed and signed Marketing Advisor Agreement (consisting of the Application Form, Terms and Conditions of Contract and any Incorporated Documents as defined in Paragraph 2, below) to become an MA (hereinafter the “Contract”) and purchasing the AMWAY Sales Kit, the applicant(s) (hereinafter referred to as “you”) confirm Eligibility and apply to operate as a MA on the Terms and Conditions set forth in this document and in the Incorporated Documents. Once accepted by Amway Philippines LLC (“Amway”), a limited liability company incorporated in the State of Delaware, U.S.A. with a duly registered Philippine Branch with address at the 4<sup>th</sup> Floor Kentek Bldg. 828 A. Arnaiz Ave., San Lorenzo Village, Makati City 1223, the Contract (together with all Incorporated Documents) will be the effective agreement between you and Amway. Amway will notify you of its acceptance and/or rejection in writing by appropriate delivery within fourteen (14) working days from receipt of the Contract. Upon acceptance by Amway, you will receive a copy of this Contract. Your Identification Card remains the property of Amway, and you must return it to Amway upon the expiration or earlier termination of this contract. **UPON ACCEPTANCE BY AMWAY, THIS CONTRACT SHALL BE BINDING ON YOU AND AMWAY.**
- Acknowledgement of, and agreement to, Contract Terms, Disclosures, and Incorporated Documents.** You acknowledge having read and understood these Terms and Conditions of Contract and agree to abide by them. **YOU FURTHER ACKNOWLEDGE THAT YOU HAVE RECEIVED (1) THE AMWAY PHILIPPINES SALES KIT WHICH INCLUDES THIS CONTRACT AND THE AMWAY PHILIPPINES BUSINESS GUIDEBOOK (WHICH CONTAINS THE RULES OF CONDUCT, THE QUALITY ASSURANCE STANDARDS AND THE AMWAY MARKETING AND SALES PLAN) AND (2) THE RULES AND POLICIES ISSUED AND ANNOUNCED BY AMWAY FROM TIME TO TIME INCLUDING WITHOUT LIMITATION THE SPECIAL PROVISIONS APPLICABLE TO MARKETING ADVISORS(COLLECTIVELY THE “INCORPORATED DOCUMENTS”) AND THAT YOU AGREE TO ABIDE BY THE PROVISIONS OF THE INCORPORATED DOCUMENTS.** In the event of a conflict between any of the provisions of this Contract and any provision in the Incorporated Documents, the provisions of this Contract shall control. All capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Amway Philippines Business Guidebook.
- Special Provisions Applicable to Marketing Advisor.** (1.) Only persons who are non-citizens of the Philippines and are Platinum level and above in the previous performance year in their home market (Qualified Diamonds and above in Amway China) are eligible to become Marketing Advisors. (2.) By submitting the Marketing Advisor Agreement Form, the person(s) named in the overleaf confirm that they are so qualified and further understands and agrees that all sponsoring or training activities as an MA shall comply with the Foreign Investment Act of 1991, as amended. The MA further represents that he will engage in sponsoring and support activities for downlines in the Philippines. (3.) The ABO must also attend a mandatory orientation program to help understand obligations as a Marketing Advisor. This training is required in person, in the Philippines, before acceptance of the Marketing Advisor application by Amway Philippines. Trainings are conducted at the Amway Philippines head office every Mondays, Wednesdays and Fridays at 2-3PM. The complete address is at the 4<sup>th</sup> Floor Kentek Building, 828 A. Arnaiz Avenue, San Lorenzo Village, Makati City 1223. (4.) Visits are limited to short business trips with proper visa. (5.) Marketing Advisors (M.A.) must comply with local immigration laws. (6.) M.A.s may not retail products but may sponsor, train, and promote the Amway business. (7.) M.A.s may not purchase and sell starter kits to prospects. (8.) Purchase only maximum allowable amount of products equivalent to 500 personal PV or a maximum of 5 eaches per SKU. (9.) In the Higher Award Tracking process, a Marketing Advisor must fulfill a requirement for both the Marketing Advisor’s Platinum group size and side volume to have a minimum of 70% generated through local distributors for the MA’s business to be recognized. (10.) As an offshore consultant, the MA must not have a place of business in the Philippines. (11.) M.A.s must not have other local Philippine business activities, including a BSM business. (12.) The Advisor understands that he is subject to the rules set forth in the Amway Philippines Business Guidebook, the Rules of Conduct and the Quality Assurance Standards. (13.) The Advisor agrees to comply fully with Philippine law. Amway Philippines reserves the right to terminate this agreement by giving written notice to the Advisor (specifying the date of termination), if the Advisor shall fail to comply fully with the Philippine law.
- Amway Intellectual Property.** You agree not to use the Amway name or trademarks, copyrighted materials or other intellectual property or intellectual property rights or any Amway asset belonging to or licensed to Amway, its parent company or its affiliates, without Amway’s express written consent which consent shall indicate the limits of such use. You agree not to (i) Perform any actions that could infringe upon such intellectual property, assets or rights or undermine the AMWAY name, reputation and trademarks and associated goodwill; (ii) use any Trademarks or service marks similar to the AMWAY trademarks or service marks; or (iii) promote, sell, use of falsely associate any third party produced goods or services with the famous AMWAY name or marks.
- Terms.** Unless terminated earlier pursuant to the provisions of this Contract, the term of the Contract shall expire at the end of each calendar year, with the exception of initial registrations accepted by Amway between September 1 and December 31, in which case such initial term shall expire at the end of the subsequent calendar year. In order to renew the Contract, an MA must annually fill out Renewal Request Form and submit it as instructed on the form, along with the required renewal fee, by December 31 of the year before the year for which the MA is renewing. Amway reserves the right to reject any renewal request, or revoke any MA renewal, if the MA is not in compliance with all provisions of the contract.
- Termination.** Either party to this Contract may terminate the Contract pursuant to the provisions of the Rules of Conduct (i) at any time and for any reason by providing the other party with written notice of termination which shall be effective within thirty (30) days from receipt of such notice by the other party; or (ii) without prior notice and with immediate effect as a result of non-compliance by the other party with any of the terms of the Contract. To the extent permitted by applicable law, Amway reserves the right to take other measures as outlined in the Rules of Conduct before terminating the Contract, including suspending or withdrawing certain of your rights hereunder. Amway will deduct from any refund the cost of AMWAY products and/or services therein that you may decide to keep as well as any amounts owed by you to Amway. Repurchase of any unsold inventory of AMWAY products and/or services by Amway shall be made in accordance with the Rules of Conduct.
- Modification of Terms.** Amway may modify the Terms and Conditions of this Contract, including the terms of any of the Incorporated Documents, in whole or in part, without liability to you, by providing notice of such changes by publication in the Amway Lifestyle and EXperience Literature (ALEX), official Amway literature, or Amway official web sites, or by any other mechanism permitted under applicable law.
- Assignment.** Neither the Contract, nor its rights or obligations, may be assigned, delegated or otherwise transferred by you without Amway’s prior written consent.
- Use of Name, Likeness, Quotes, etc.** For as long as this Contract is effective, you specifically authorize Amway and affiliated companies to use, reproduce, alter, publish and license photographic and/or audio-visual materials depicting your image and/or recording of your voice as well as quotes or opinions that you have expressed, for marketing or other lawful purposes in any media.
- Personal Data.** You acknowledge that Amway will collect, disseminate, and process personal information related to this Agreement in accordance with the Privacy Notice for ABOs and Members, which, amongst other things, explains your data protection rights and how to exercise those. Amway and you, as an ABO, each determine the purposes and means of any personal data relating to customers and downline or upline ABOs/Members they process and will comply with their applicable data protection law obligations. Amway Privacy Notice for Amway Business Owners and Members (accessible here: <https://www.amwayglobal.com/privacy-notice/philippines/#abo>) which contains details about the processing of my personal information. You may also request a copy of this Amway Privacy Notice by contacting us at [privacy@amway.com](mailto:privacy@amway.com)
- Compliance; Preservation of Amway’s Reputation.** You agree to meet all applicable legal and tax requirements and to abide by all applicable laws, regulations and/or codes when conducting any activities authorized under the Contract. You agree to provide evidence of such compliance as may be requested by Amway from time to time. Further, you agree not to take any action that could jeopardize the reputation of Amway or its ABO or damage the goodwill associated with the Amway name and trademarks. You specifically agree (a) not to engage in any deceptive or unlawful trade practice; (b) not to misrepresent the principles in, or the intent or contract of the Amway Sales Plan; (c) no to promise the achievement of benefits under the Amway Sales Plan from the mere act of sponsoring new ABO or acquiring AMWAY Products or Services for personal use; (d) not to promise that high earnings may be easily achieved under the Amway Sales Plan; and (e) not to require or state that a third party must buy other items than an AMWAY Sales Kit in order to qualify as an MA.
- Business Support Materials.** You understand that the production, distribution and sale of BSMS (as defined in the Rules of Conduct) cannot be undertaken by you. However, consistent with your obligations under the Contract, you may organize, conduct, or participate in rallies or mass meetings or events in the Philippines, provided that all content complies with the Quality Assurance Standards.
- Independent Contractor.** You agree that as an MA you are acting as an independent contracting party with respect to your activities under the Contract and that nothing herein shall establish an employer-employee relationship or subordination or agency between you and Amway. You acknowledge that you are responsible for any and all expenses arising in connection with your activities hereunder, including without limitation, the payment of all taxes and social obligations related thereto.
- Applicable Law; Place of Jurisdiction.** This Contract shall be governed and construed in accordance with the laws of the Philippines. Any provision held to be invalid shall be null and void without affecting the remainder of the Contract. In case of a dispute arising out of, or in connection with, this Contract, (including the purchase of Amway products and/or services), the exclusive place of jurisdiction shall be at the legal domicile of Amway.
- Limitation of Liability; Indemnification.** To the maximum extent permitted by law, Amway’s sole liability for any loss or damage, liability, claim, demand, cause of action or expense of any nature whatsoever, arising out of, or resulting from this Contract, the performance or breach hereof shall be the price of the Amway Philippines Sales Kit. Further, to the extent permitted by law, Amway shall not be liable for any indirect or consequential damages or losses incurred as a result of this Contract, the performance or breach thereof, including, without limitation, lost profits. You shall indemnify and hold Amway harmless from and against any and all loss, damage, liability, claim, demand, cause of action and expense (including legal fees and expenses) arising out of, or in connection with, your activities pursuant hereto or otherwise.
- Entire Agreement.** This Contract (as defined in Paragraph 1, above) constitute the entire agreement between you as an MA and Amway with respect to the subject matter hereof, and it supersedes all earlier agreements and understandings, oral and written, between you and Amway related to such subject matter.
- Notices.** Notices required under this Contract shall be made, in writing or by e-mail (if authorized), to the addresses supplied by the parties on the front of this Contract. You are responsible for notifying Amway, in writing, of any change in your address.